# BRT- Topics for Discussion and Required Information

**Employer:** *[insert the name of the Employer's agency]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/ credit/ grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

**Issued on:** *[insert date when RFP is issued to the market]*

The address (es) referred to above is (are): *[insert detailed address (es)]*

*[Insert name of office]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

*[Insert web site address]*

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| | Attention: ***[insert full name of person, if applicable]***<br>Address: ***[insert street address and number]***<br>Floor/ Room number*:* ***[insert floor and room number, if applicable]***<br>City:*]* ***[insert name of city or town]***<br>ZIP Code: ***[insert postal (ZIP) code, if applicable]***<br>Country: ***[insert name of country]***<br>Telephone: ***[insert telephone number, including country and city codes]***<br>Facsimile number: ***[insert fax number, including country and city codes]***<br>Electronic mail address: ***[insert email address, if applicable]***<br>Requests for clarification should be received by the Employer no later than: ***[insert no. of days].*** |
| **ITP 7.1** | Web page: ***[in case used, identify the widely used website or electronic portal of free access where RFP process information is published]***________________________________________ |
| **ITP 7.4** | A Pre-Proposal meeting_________ take place at the following date, time and place:<br>Date: ___________________________________________________<br>Time: ___________________________________________________<br>Place: __________________________________________________<br>A site visit conducted by the Employer____________***[insert "shall be" or "shall not be"]*** organized.<br>*[A pre-proposal meeting/site visit is highly recommended for such single- stage RFP process. In a single stage process, unlike a two stage, Proposers and the Employer do not have the opportunity to carry out a dialogue at the end of the first stage. A comprehensive pre-proposal meeting/site visit could help the Proposers to better understand the requirements and site conditions. This would also be an opportunity for the Borrower to get feedback on its requirements and issue amendments if required.]* |
| **C. Preparation of Proposals** | |
| **ITP 11.1** | The language of the Proposal is: ***[insert "English" or" Spanish" or "French"].***<br>**English**__________________________________________________<br>***[Note: In addition to the above language, and if agreed with the Bank, the Employer has the option to issue translated versions of the RFP Document in another language*** |

**Commented [IH2]:** Necessary whenever the Employer is willing to alert the potential proposers with any information; e.g., Advertisements of the RFP, Invitations to Proposals.

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| | "Proposers shall propose for the following component of the Works on a single responsibility basis: All the required Works as specified per the Contract Scope of work and all contractual requirements on the Proposers Sole Responsibility Basis.–<br>**and/or**<br>The following components of the Works will be provided under the responsibility of the Employer"*]*<br>*[Design and Build- Works are normally contracted on the basis of single responsibility basis and this RFP- SPD is designed for that purpose. It is not recommended to dilute the single responsibility approach unless there are justifiable reasons.]*<br>*(b) [the Contract Price shall be a lump sum amount, subject to any adjustments, in accordance with the Contract. However, if any part of the Works is to be paid according to quantity supplied or work done, the provisions for measurement and evaluation shall be as stated in the Particular Conditions - Part B- Sub-Clause 14.1.*<br>*If not applicable, delete this 30.1(b). If applicable state*: "The parts of the Works for which payment will be made on the basis of measurement are specified in ______. The method for determining the payment for these parts of the Works is also specified in Sub-Clause 14.1 of the Particular Conditions - Part B"*]* |
| **ITP 15.3** | The prices quoted by the Proposer ***[insert "shall "or "shall not"]*** ___ *shall not* _________ be subject to adjustment during the performance of the Contract. |
| **ITP 16.1** | The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative _________ as described below:<br>**Alternative A (Proposers to quote entirely in local currency):**<br>(a) The prices shall be quoted by the Proposer in the Schedules of Priced Activities and Sub-activities entirely in _________________***[Insert the name of the currency of the Employer's Country,]*** and further referred to as "the local currency". A Proposer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Proposal - Table C, the percentage(s) of the Proposal Price (excluding Provisional Sums), needed by the Proposer for the payment of such foreign currency requirements, limited to no more than three foreign currencies.<br>(b) The rates of exchange to be used by the Proposer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Proposer in the Appendix to Proposal - Table C, and shall apply |

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| **ITP 19.3 (d)** | Other types of acceptable securities:<br>***[Insert names of other acceptable securities. Insert "None" if no Proposal Security is required under provision ITP 19.1 or if Proposal Security is required but no other forms of Proposal securities besides those listed in ITP 19.3 (a) through (c) are acceptable.]***___ |
| **ITP 20.1** | The Proposal shall be valid until________***[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals and the Bank's No-objection (if subject to prior review).] [To minimize the risk of errors by proposers, the proposal validity period is a specific date and not linked to the deadline for submission of proposals. As stated in ITP 20.1, if there is a need to extend the date, for example because the proposal submission deadline is significantly extended by the Employer, the revised proposal validity date shall be specified in accordance with ITP 8].*** |
| **ITP 20.3** | The Proposal price shall be adjusted by the following factor(s): ________<br>***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITP 21.1** | The written confirmation of authorization to sign on behalf of the Proposer shall consist of: ***[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Proposal].***_____ |
| **D. Submission of Proposals** | |
| **ITP 22.1(b)** | **In addition to the original of the Proposal**, the number of copies is: ***[insert number of copies]*** *2 hard copies and an elctronic copy on soft wear CD for the Technical and Financial Proposals.* |
| **ITP 23.1** | For Proposal submission purposes only, the Employer's address is : ***[This address may be the same as or different from that specified under provision ITP 7.1 for clarifications]***<br>Attention: ***[insert full name of person, if applicable]***______________________<br>Street Address: ***[insert street address and number]*** ______________________<br>Floor/Room number: ***[insert floor and room number, if applicable]***__________<br>City: ***[insert name of city or town]***<br>______________________________________________________ |

**Commented [IH5]:** Recommended the period not to be less than 120 days.

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| | ***[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Proposals in ITP 23.1]*** |
| ~~ITP 26.1~~ | ***~~[The following provision should be included and the required corresponding information inserted only if Proposers have the option of submitting their Proposals electronically. Otherwise omit.]~~***<br>~~The electronic Proposal opening procedures shall be:~~ ***~~[insert a description of the electronic Proposal opening procedures.]~~*** |

## G. Evaluation of Technical Parts of Proposals

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| **ITP 31.2** | The technical factors (sub-factors) and the corresponding weight out of 100% are: | |
| | Technical Factor | weight in percentage<br>*(insert weight in %)* |
| | A. Proposed Works | |
| | 1. to what extent the Proposed Works meet the Employer's Requirement: | |
| | B. Value Addition | |
| | 2. to what extent the Proposal adds value in terms of performance, functionality and/or O&M costs. | |
| | C. Approach and Methodology | |
| | 3. Design Methodology; | |
| | 4. Construction Management strategy; | |
| | 5. Method Statement for key construction activities; | |
| | 6. Code of Conduct | |
| | 7. Work Program; | |
| | 8. Contract personnel Organization Chart | |
| | 9. Key Personnel qualifications and resource schedule, | |
| | 10. Risk assessment | |
| | 11. key equipment strategy; and | |

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| | ***Alternative B: Proposers quote in local and foreign currencies***<br>The Employer will convert the amounts in various currencies in which the Proposal Price, corrected pursuant to **ITP 37.1**, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above. |
| **ITP 39.1** | *[The following provision should be included and the required corresponding information inserted only if the Employer intends to apply margin of preference and it is allowed in the Procurement Plan for the subject contract. Otherwise delete]*<br>A margin of domestic preference *[insert either "shall" or "shall not"]* _________apply.<br>*[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]* |
| **ITP 40.1 (f)** | The adjustments shall be determined using the following criteria as detailed in Section III:<br>(a) Deviation in Time Schedule: *[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria];*<br>(b) Life cycle costs: the projected operating and maintenance costs for the Works *[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]; and*<br>(c) *[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria]* |

**Commented [IH6]:** Recommended to delete so as to encourage the international contractors to propose as ICB

**Commented [IH7]:** Any deviations or alternatives in time schedule Should not be allowable.

## J. Evaluation of Combined Technical and Financial Part

**Commented [IH8]:** Probably this technique is only adequate to electro-mechanical plant

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| **ITP 43.1** | The weight to be given for cost is: ________ *[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one).]* |
| **ITP 44.1** | BAFO ( "applies" / "does not apply")<br>If BAFO applies, the procedure will be: ________________________________ |
| **ITP 46.1** | Negotiation ( "applies" / "does not apply")<br>If negotiation applies, the procedure will be:<br>______________________________ |

## K. Award of Contract

**Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

| Name | Address |
|---|---|
| 1. ………..... | |
| 2. ……….. | |
| 3. ……… | |

# Particular Conditions

## Part A – Contract Data

| **Conditions** | **Sub-Clause** | **Data** |
|---|---|---|
| Base Date | 1.1.4 | ----- <br> *[If the Employer makes significant data/information available to Proposers 28 days or less before the latest deadline for submission of Proposals, the Employer should consider revising this date]* |
| Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost | 1.1.20 | ______% |
| Employer's name and address | 1.1.30 | |
| Engineer's name and address | 1.1.35 | |
| Site | 1.1.77 | *[Describe any other places as forming part of the Site]* |
| Time for Completion | 1.1.86 | ____________days <br> *If Sections are to be used, refer to Table: Summary of Sections below* |
| Bank's name | 1.1.91 | |
| Borrower's name | 1.1.92 | |
| Defects Notification Period | 1.1.27 | 365 days (one year) |
| Sections | 1.1.76 | *If Sections are to be used, refer to Table: Summary of Sections below* |

**Commented [IH11]:** Not applicable

**Commented [IH12]:** It may be preferable to be 2 years due to the potential risk of rehabilitation works of the existing bridge, however if accepted this will be reflected on the proposal's prices.

| **Conditions** | **Sub-Clause** | **Data** |
|---|---|---|
| | | *"No later than the Commencement Date, except for the following parts ((include description of parts concerned) in a time and manner stated in the Employer's Requirements."*<br>*Option 2*<br>*"No later than the Commencement Date, except for the following parts (include description of parts concerned): within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme"]]* |
| Engineer's Duties and Authority | 3.2 | Variations resulting in an increase of the Accepted Contract Amount in excess of____% shall require written consent of the Employer. |
| Performance Security | 4.2 | The Performance Security will be in the form of a____ [*insert either one of "demand guarantee" or "performance bond"*] in the amount(s) of [*insert %* *figures*] percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. |
| Environmental and Social (ES) Performance Security | 4.2 | [*Delete this provision if ES Performance Security is not required.*]<br>The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of [*insert % figure(s) normally 1% to 3%*] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.<br>[*The sum of the total "demand guarantees" (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]* |
| Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) | 4.4(a) | ________% |

**Commented [IH13]:** using the Performance Security Forms included in Section X, Contract Forms

**Commented [IH14]:** Recommended 10%) of the Accepted Contract Amount.

**Commented [IH15]:** Recommended to be deleted if the Performance Security will cover the 10% of the Accepted Contract Amount

**Commented [IH16]:** Recommended not to exceed 40%

| Conditions | Sub-Clause | Data |
|---|---|---|
| Repayment of Advance payment | 14.2.3 | (a) exceeds ______% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums<br>(b) deductions shall be made at the amortization rate of ________%_<br>*[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]]* |
| Period of payment | 14.3 | End of each month |
| Number of additional paper copies of Statements | 14.3(b) | To be submitted in one paper-original, one electronic copy and additional paper copies |
| Percentage of retention | 14.3(iii) | ______5%______% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Limit of Retention Money (as a percentage of Accepted Contract Amount) | 14.3(iii) | ______5%______% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Plant and Materials | 14.5(b)(i) | If Sub-Clause 14.5 applies:<br>Plant and Materials for payment when shipped ____________ *[list]*. |
| | 14.5(c)(i) | Plant and Materials for payment when delivered to the Site________________ *[list]*. |
| Minimum Amount of Interim Payment Certificates | 14.6.2 | ___________ % of the Accepted Contract Amount. |
| Period of payment of Advance Payment to the Contractor | 14.7(a) | ____28______days *[insert number of days, normally 28 days]* |
| Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) | 14.7b(i) | ____56______days *[insert number of days, normally 56 days]* |

**Commented [IH20]:** Recommended to be the same% of the Advance payment

**Commented [IH21]:** Recommended no to exceed 75% with full consideration that delivered material to be in compliance with all technical and contractual prerequisites.

| Conditions | Sub-Clause | Data |
|---|---|---|
| Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | 19.2.1(b) | ________% |
| List of Exceptional Risks which shall not be excluded from the insurance cover for the Works | 19.2.1(iv) | |
| Extent of insurance required for Goods | 19.2.2 | |
| Amount of insurance required for Goods | | |
| amount of insurance required for liability for breach of professional duty | 19.2.3(a) | |
| Insurance required against liability for fitness for purpose | 19.2.3(b) | Yes/No [ *delete as appropriate*] |
| Period of insurance required for liability for breach of professional duty | 19.2.3 | |
| Amount of insurance required for injury to persons and damage to property | 19.2.4 | |
| Other insurances required by Laws and by local practice (give details) | | |
| Time for appointment of DAAB member(s) | 21.1 | 42 days after signature by both parties of the Contract Agreement |

**Commented [IH24]:** It seems adequate only for electro-mechanical plants

| **Conditions** | **Sub-Clause** | **Data** |
|---|---|---|
|  | 21.6 (b) | Sub-Clause 21.6 (b)of PART B – Special Provisions ***[insert either "shall" or "shall not"***] ________apply. |
| Place of arbitration | 21.6 (a) | *[if 21.6(a) of PART B – Special Provisions applies]* |

## Part B – Special Provisions

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| **Sub-Clause 1.1.4**<br>**Base Date** | Sub-Clause 1.1.4 is replaced with the following: "Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender. |
| **Sub-Clause 1.1.48**<br>**Key Personnel** | On the second line, "Specification" is replaced with "Employer's Requirements". |
| **Sub-Clause 1.1.49**<br>**Laws** | The Sub-Clause is replaced with:<br>""**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority." |
| **Sub-Clause 1.1.59**<br>**Particular Conditions** | The Sub-Clause is replaced with:<br>""Particular Conditions" means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Fraud and Corruption and Part D- Environmental and Social (ES) Metrics for Progress Reports." |
| **Sub-Clause 1.1.74**<br>**Site** | The Sub-Clause is replaced with:<br>"**Site**" means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site." |
| **Sub-Clause 1.1.79**<br>**Statement** | On the second line after "Payment Certificate under", the following is added: "Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable),". |
| **Sub-Clause 1.1.83**<br>**Tender** | The following is added at the end of the sentence. "Tender is synonymous with "Proposal", "tenderer" with "Proposer", "tender documents" with "request for proposals documents" |
| **Sub-Clause 1.1.84**<br>**Tests after Completion** | On the second line, "Specification" is replaced with "Employer's Requirements". |
| **Sub-Clause 1.1.88**<br>**Variation** | On the first line, "any change to the Works" is replaced with "any change to the Employer's Requirements or the Works". |

**Sub-Clause 1.1.91 to 1.1.96 are added after Sub-Clause 1.1.90**

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”

**Sub-Clause 1.5**

**Priority of Documents**

The following documents are added in the list of Priority Documents after (e):

“(f) the Particular Conditions Part C- Fraud and Corruption;

(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”

(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;

and the list renumbered accordingly.

**Sub-Clause 1.6**

**Contract Agreement**

The last paragraph is replaced with:

“If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 (Joint and Several Liability).”

**Sub-Clause 1.12**

**Confidentiality**

The following is added at the end of the second paragraph: “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

The following is then added as (d): “is being provided to the Bank.”

**Sub-Clause 1.17**

**Inspections & Audit by the Bank**

The following Sub-Clause is added after Sub-Clause 1.16:

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and

Contractor's obligations of inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection."

*[If Employer's Equipment are listed in the Employer's Requirements for the Contractor's use in the execution of Works, the following provisions may be added]*:

The following is added after the last paragraph of Sub-Clause 2.6:

"The Employer shall make the Employer's Equipment listed in the Employer's Requirements available to the Contractor at the time(s) stated in the Employer's Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

Unless expressly stated otherwise in the Employer's Requirements, the Employer's Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's personnel to or from the Site."

### Sub-Clause 3.1
### The Engineer

The following is added at the end of the first sub-paragraph:

"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."

### Sub-Clause 3.2
### Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;

The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor's Personnel submitted as part of the Proposal and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2.2 *[Review by Engineer]*.

### Sub-Clause 4.2

**Performance Security and ES Performance Security**

The first paragraph is replaced with:

"The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply."

In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with: "Performance Security and, if applicable, an Environmental and Social (ES) Performance Security":

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

### Sub-Clause 4.4
### Subcontractors

The following is added at the beginning of the second paragraph.

"The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24."

The following is added after the first sentence of the fourth paragraph.

"The Contractor's submission to the Engineer shall also include a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

The following is added at the end of the last paragraph of Sub-Clause 4.4:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 15.2. [*Termination for Contractor's Default*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."

### Sub-Clause 4.5.1
### Objection to nomination

In sub-paragraph (a) on the first line before "Subcontractor", add "nominated".

In sub-paragraph (c):

"and" is deleted from the end of (i);

"." at the end of (ii) is replaced with: ", and".

The following is then added as (iii):

"(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [ *Payment to nominated Subcontractors*]."

### Sub-Clause 4.8
### Health and Safety Obligations

The second paragraph is replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 *[Contractor's Documents]*.

(b) any other requirements stated in the Specification."

The paragraph starting with: "In addition to the reporting requirement of..." is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

**Sub-Clause 4.18**

**Protection of the Environment**

Sub-Clause 4.18 Protection of the Environment is replaced with:

"The Contractor shall take all necessary measures to:

(a) protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

**Sub-Clause 4.20**

**Progress Reports**

Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D"

The following is added at the end of the Sub-Clause:

"In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises

**Sub-Clause 4.24**
**Code of Conduct**

The following Sub-Clause is added:

The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

**Sub-Clause 4.25**
**Milestones**

*[If the Employer wants to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly described in the Employer's Requirements as "Milestones" and the following Sub-Clause added.]*

The following Sub-Clause is added:

If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [*Programme*], the time for completion of each Milestone. Subdelay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).

**Sub-Clause 6.1**

**Engagement of Staff and Labour**

On the first line, "Specification" is replaced with "Employer's Requirements".

The following paragraph is added at the end of the Sub-Clause:

"The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."

**Sub-Clause 6.2**

**Rates of Wages and Conditions of Labour**

The following paragraph is added at the end of the Sub-Clause:

"The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."

**Sub-Clause 6.5**
**Working Hours**

The following is inserted at the end of the Sub-Clause

The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements."

**Sub-Clause 6.6**

**Facilities for Staff and Labour**

The following is added as the last paragraph:

If stated in the Employer's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements.

**Sub-Clause 6.7**

**Health and Safety of Personnel**

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Employer's Requirements, the Contractor..."

**Sub-Clause 6.9**

**Contractor's Personnel**

The Sub-Clause is replaced with:

"The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

**Sub-Clause 6.14**

**Supply of Foodstuffs**

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

**Sub-Clause 6.15**

**Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

**Sub-Clause 6.16**

**Measures against Insect and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

**Sub-Clause 6.17**

**Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

**Sub-Clause 6.18**

**Arms and Ammunition**

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

**Sub-Clause 6.19**

**Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**Sub-Clause 6.20**

**Funeral Arrangements**

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23**

**Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].

**Sub-Clause 6.24**

**Workers' Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

**Sub-Clause 6.25**

**Non-Discrimination and Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to

**Sub-Clause 8.1**

**Commencement of Work**

The Sub- Clause is replaced in its entirety with the following:

"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);

(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor; and

(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."

**Sub-Clause 11.7**

**Right of Access after Taking Over**

In the second paragraph, "Whenever the Contractor intends to access any part of the Works during the relevant DNP:" is replaced with:

"Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:"

**Sub-Clause 12.1**

**Procedure for Tests after Completion**

In sub-paragraph (b)(ii) on the second line, delete "been".

"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining."

**Sub-Clause 14.1**

**The Contract Price**

*[In accordance with GC Sub-Clause 14.1, the Contract price is a lump sum amount subject to adjustments in accordance with the Contract. If payment for any part of the Works is to be made on the basis of measurement, the part must be defined in the Contract, and the following text may be added:]*

"Any part of the Works which is to be measured shall be specified in the Contract.

The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.7 [*Agreement or Determination*]. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

(a) proceed under Sub-Clause 3.7 [Agreeement or Determination] to agree or determine the measurement; and

(b) For the purpose of Sub-Clause 3.7.3 [*Time Limits*], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates."

**Sub-Clause 14.2.1**

**Advance Payment Guarantee**

The first paragraph is replaced with:

"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause)."

**Sub-Clause 14.3**

**Application for Interim Payment**

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement)."

**Sub-Clause 14.4**

**Schedule of Payments**

*[If certain payment (s) to the Contractor is/are to be made on completion of Milestones, such payment (s) should be specified in the Schedule of Payments in the Contract and Sub-Clause 14.4 revised as follows:]*

The following is inserted as the second paragraph:

"If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be made upon completion of such Milestones."

**Sub-Clause 14.6.2**

**Withholding (amounts in) an IPC**

"and/or" from subparagraph (b) is deleted.

The following is then added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d):

"(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the

**Sub-Clause 14.9**

**Release of Retention Money**

The following is added at the end of Sub-Clause 14.9:

"Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security."

**Sub-Clause 14.12**

**Discharge**

On the seventh line of the first paragraph, replace "Sub-Clause 21.6 [Arbitration]" with "Clause 21 [Disputes and Arbitration]".

**Sub-Clause 14.15**

**Currencies of Payment**

Throughout Sub-Clause 14.15, "Contract Data" is replaced with: "Schedule of Payment Currencies".

**Sub-Clause 15.1**

**Notice to Correct**

"and" is deleted from (b) and

"." is replaced by: "; and" in (c).

days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor."

**Sub-Clause 16.2.2**

**Termination**

The following is added at the end of Sub-Clause 16.2.2:

"In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."

**Sub-Clause 16.3**

**Contractor's Obligations After Termination**

*[if the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]*

"and" is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]; and*

*(d)* remove all other Goods from the Site, except as necessary for safety, and leave the Site."

**Sub-Clause 17.1 Responsibility for Care of the Works**

On the fourth and fifth lines of the first paragraph, replace "Date of Completion of the Works" with "issue of the Taking-Over Certificate for the Works".

*[ If Employer- Supplied Materials are listed in the Employer's Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: "Employer- Supplied Materials".

*[If Employer's Equipment are listed in the Employer's Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]*

**Sub-Clause 19.2**

**insurance to be provided by the Contractor**

The following is inserted as the first sentence in Sub-Clause 19.2:

"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) with insurers from any eligible source country."

**Sub-Clause 19.2.3**

**Liability for breach of professional duty**

On the first line of the first paragraph, replace "the part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract" with "the Permanent Works".

**Sub-Clause 19.2.5**

**Injury to employees**

The second paragraph is replaced with:

"The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."

**Sub-Clause 20.1**

**Claims**

In a): "any additional payment" is replaced with "payment".

**Sub-Clause 20.2**

**Claims for Payment and/or EOT**

The first paragraph is replaced with:

"If either Party considers that it is entitled to claim under Sub- clause 20.1[*Claims*] (a) or (b), the following claim procedure shall apply:"

**Sub-Clause 21.1**

**Constitution of the DAAB**

In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of Dispute Avoidance/ Adjudication Agreement."

After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."

**Sub-Clause 21.2**

**Failure to Appoint DAAB Member (s)**

For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"."

**Sub-Clause 21.6**

**Arbitration**

In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the following:

"arbitration. Arbitration shall be conducted as follows:

"When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she:

a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management;

b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

c) has received formal training as an adjudicator from an internationally recognized organization;

d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;

e) has experience in the interpretation of construction and/or engineering contract documents;

f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and

g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."

**7. Confidentiality**

In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b).

and the following sub-paragraphs added:

"(d) is being provided to the Bank"

**9. Fees and Expenses**

In Sub-Clause 9.1 c): "business class or equivalent" is replaced with: "in less than first class"

In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.

**10. Resignation and Termination**

In Sub-Clause 10.3: "the DAA Agreement" is replaced with: "a DAAB member's DAA Agreement".

**Annex- DAAB Procedural Rules**

Rule 4.2 On the fourth line, replace "chairman" with "chairperson".

Rule 8.3 On the sixth line, replace "chairman" with "chairperson".

# Particular Conditions

## Part C- Fraud and Corruption

***(Text in this Particular Conditions - Part C shall not be modified)***

1. **Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. **Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

  i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

  ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

  iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

  iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

  v. "obstructive practice" is:

    (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or personnel, permit the Bank to inspect 3 all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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[3] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.